

**COMMONWEALTH OF MASSACHUSETTS
VICTIM AND WITNESS ASSISTANCE BOARD
SAFEPLAN GRANT**

GENERAL SUBGRANT CONDITIONS

The subgrantee understands and agrees that a subgrant shall be subject to and shall incorporate the following conditions of the SAFEPLAN Program, and the Victim and Witness Assistance Board's SAFEPLAN Grant Policies and Procedures Manual, effective edition. The subgrantee shall include provisions to effectuate the purposes of these conditions in all contracts of employment and contracts issued under an approved application.

- 1. GRANT ADMINISTRATION.** Demonstrate the administrative capabilities necessary to adequately submit and respond, in a timely and satisfactory manner, to all grant related requirements identified by the VWA Board, including but not limited to contracts, evaluation reports, MOVA-sponsored surveys, site visits, and all other required documents. The Board reserves the right to deny payment to any approved program, pending receipt of any required documentation.
- 2. CERTIFICATIONS PERTAINING TO ELIGIBILITY FOR FUNDING.** The subgrantee agrees to certify and document that the subgrantee is a non-profit organization with 501(c)3 status that provides services to victims of domestic violence, sexual assault, or stalking; that the subgrantee will comply with all applicable guidelines of the Board, SAFEPLAN, and the Office of Justice Programs (OJP); that the subgrantee will utilize funds granted by the Board only to provide services to victims of domestic violence, sexual assault, or stalking; that subgrantee will promote public and private efforts to aid victims of domestic violence, sexual assault, or stalking; and that the subgrantee will assist victims in seeking available crime victim compensation benefits.
- 3. COMPLIANCE WITH PROGRAMMATIC REQUIREMENTS.** The subgrantee agrees to address all issues raised in the review of the subgrant application process, the SAFEPLAN Policies and Procedures Manual (effective edition), and all requirements of the federal program guidelines (VOCA, VAWA, and/or Byrne JAG) under which the subgrant is funded.
- 4. COMPLIANCE WITH SUBGRANT CONDITIONS.** Subgrants may be terminated or payments suspended by the Board in the event that it finds a failure to comply with the general conditions of the grant award, rules and regulations promulgated by the Board and OJP, or any plan or application submitted to the Board.
- 5. COMPLIANCE WITH SPECIAL CONDITIONS.** The subgrantee agrees to comply with the special conditions of the grant award and service contract. The subgrantee further agrees to abide by special conditions imposed by the Victim and Witness Assistance Board during the grant cycle due to programmatic and /or fiscal deficiencies. Subgrants may be terminated or payments suspended by the Board in the event the Board finds a failure to comply with the special conditions of the grant award or with the special conditions imposed due to programmatic and /or fiscal deficiencies.
- 6. USE OF FUNDS FOR PURPOSES OF THE PROJECT.** Funds awarded under this subgrant will be used only for the project set forth in the Contract, award letter, grant application, or in any amendment hereto filed with approval by the Board.
- 7. NON-SUPPLANTATION.** Funds awarded pursuant to this application will be used to supplement and not supplant state or local funds otherwise available for crime victim assistance programs, and, whenever possible, will be used to increase the commitment of such state or local funds.
- 8. SUBMISSION OF AN APPROVED BUDGET.** No funds will be made available to a project until approved budgets are on file with MOVA.
- 9. FUNDS FORECAST.** Funds will be made available monthly on the basis of the approved subgrantee budget . Payment may be adjusted to correct overpayment or underpayment and dis-allowances resulting from an audit.

- 10. BUDGET REVISION.** Subgrantees may make budget revisions throughout the year, involving a cumulative total of up to ten percent of the total project budget; however, they must obtain **prior approval** from the SAFEPLAN Grant Program Specialist. All budget revisions must be submitted to the SAFEPLAN Grant Program Specialist in writing or via e-mail within **two weeks** of the proposed change.
- 11. THIRTY-DAY START UP.** Unless the project is initiated and funds have begun to be meaningfully expended with thirty (30) days of the projected start date, the Board reserves the right to terminate the subgrant, in which case the subgrantee may be asked to return any funds received forthwith to the Board.
- 12. OBLIGATION AND EXPENDITURE OF FUNDS.** No funds may be obligated after the end of the project period and all obligated funds must be expended within sixty (60) days after the end of the project period.
- 13. FINANCIAL ACCOUNTING.** The subgrantee agrees to account for its federal grant funds, make monthly or quarterly financial reports on prescribed forms and meet reasonable fiscal and administrative requirements. The subgrantee further agrees to establish fiscal control and fund accounting procedures which meet minimum requirements of the SAFEPLAN Policies & Procedures, the Office of Justice Programs regulations, as indicated in the [US DOJ Office of Justice Programs | Financial Guide](#) , effective edition, and federal Office of Management and Budget Circulars, along with all other requirements, referenced therein, which assure proper disbursement of, and accounting for grant funds. Accounting procedures should be established and those procedures must provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Subgrantees are required to maintain a separate cost center for each grant. Except where inconsistent with federal requirements, state procedures and practices may be applied to funds disbursed by state agencies and local procedures and practices may be applied to funds disbursed by such units.
- 14. CASH FLOW.** The subgrantee agrees to certify that it has at least two month's cash flow to support a SAFEPLAN grant program, along with current operations. If the subgrantee has entered into a negative fund balance situation, it will not be considered for contracting or re-contracting.
- 15. FINANCIAL STATUS REPORT.** The subgrantee agrees to make all financial reports available to the Board in order to meet reasonable monitoring and evaluation requirements. Quarterly financial reports must be submitted within ten (10) days after the closing of the quarter. Failure to comply with this condition may result in the withholding of subgrant funds until the delinquent report is received.

Subgrantees are required to file their final financial report sixty (60) days after completion of the project period and are further required to return to the Board all unexpended funds within 30 days after filing the final report. It is the responsibility of the subgrantees to return all unexpended funds after completion of a grant. Failure to comply with this condition will result in the withholding of funds from active subgrants until the final report and all unexpended funds are received. If the subgrantee has no active SAFEPLAN contract, the Board will initiate legal action to recover the unexpended funds.

- 16. INSPECTION, AUDIT, AND ACCESS TO RECORDS.** The subgrantee agrees to provide for an audit of its activities, in accordance with the federal Office of Management and Budget (OMB) Circulars A-128 and A-110. The subgrantee agrees to conduct these audits annually. Accounts and records of all sub-grantees that disburse or utilize grant funds must be accessible to authorized officials for the purpose of audit of the contractor's records pertaining to the use of subgrant funds. All required records shall be maintained for seven (7) years after the end of the subgrant period, or if an audit has not been resolved at the end of the seven (7) years, the records shall be retained until the resolution of the audit finding.

The subgrantee authorizes MOVA, the Office for Victims of Crime, and the Office of the Chief Financial Officer access to and the right to examine all records, books, papers or documents related to the VOCA grant.

An organization submitting a certified audit shall be considered, for pre-qualification purposes, to be in sound financial condition if the auditor has rendered an unqualified opinion. If measures are being taken to address deficiencies and/or deficits, an explanation of such deficiencies and/or deficits must accompany the certified audit, including a projected date for the achievement of sound financial condition. This statement must be signed by the organization's authorized signatory. If a satisfactory statement of remedial measures is not submitted as required, the applicant's proposal will be automatically rejected.

The subgrantee agrees to submit annually audited financial statements to the Board. These are to be submitted within 9 months of the close of its most recently completed fiscal year. In the case of new organizations with no financial history, a financial forecast, financial projection, and/or a financial feasibility study, conducted and prepared by a Certified Public Accountant in accordance with AICPA accounting standards, must be submitted prior to the award of the contract.

- 17. CERTIFICATION OF TAX FILINGS.** The subgrantee agrees to certify that it has filed all state and federal tax returns and paid all state and federal taxes required under law. The subgrantee agrees to submit to the Board a copy of the most recent Form PC filed with the Massachusetts Attorney General's Division of Public Charities, with IRS Form 990 attached.
- 18. HIRING APPROVAL.** When a hiring decision is made, the resume of the individual hired must be submitted to the Agency within ten (10) days. Qualifications for positions and hiring procedures must conform to those described in the project application and any amendments. A copy of every employment contract, paid for by SAFEPLAN funds, must be filed with the Board
- 19. NOTIFICATION OF CHANGE OF EVENTS.** The subgrantee agrees to promptly notify MOVA and the Board in writing of events or proposed changes which increase or decrease the total cost of the project; changes in or temporary absence of the project staff; transfer of the project; project or agency name changes; any potential for merger with another agency; and items needing prior approval. Notification of budget revisions is subject to conditions stated in #8 above.
- 20. DISCRIMINATION PROHIBITED.** The subgrantee agrees to certify that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity receiving funds from the Victim and Witness Assistance Board on the basis of race, color, religion, national origin, sex, handicap, veteran status, sexual orientation or age. The subgrantee shall also certify the designation of an employee who will have lead responsibility for ensuring sub-grantee's compliance with civil rights regulations.

The subgrantee agrees to forward a copy of any findings of discrimination to the VWA Board and the Office of Civil Rights Compliance of the Office for Justice Programs.
- 21. FAITH-BASED ORGANIZATIONS.** DOJ's regulation, the Equal Treatment Regulation 28 C.F.R. part 38, requires faith-based organizations to be treated the same as any other applicant or recipient. Faith-based organizations are prohibited from using DOJ financial assistance to fund inherently religious activities. Faith-based agencies must certify that they will not discriminate in the provision of service based on a beneficiary's religion nor will any beneficiary be compelled to participate in religious activity. Refer to [Office of Justice Programs: Equal Treatment for Faith-Based Organizations](#) for more information.
- 22. PROVIDING SERVICES TO LIMITED ENGLISH PROFICIENCY (LEP) INDIVIDUALS**
In accordance with the Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964,

42 U.S.C. § 2000d, subgrantees must agree to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency. Refer to <http://www.lep.gov> for more information.

- 23. INFORMATION COLLECTED AND STATISTICAL REPORTING.** . The subgrantee agrees to certify that it will collect and maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability, and that such information will be provided to the Board in accordance with reporting requirements set forth in the monthly statistical performance report; and permit reasonable access to its books, documents, papers, and records to determine whether the subrecipient is complying with applicable civil rights laws. This requirement is waived when providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.
- 24. CONFIDENTIALITY OF RESEARCH OR STATISTICAL INFORMATION .** Pursuant to Section 1407(d) of the Victims of Crime Act, as amended, the subgrantee agrees to certify that identifiable research and statistical information gathered from the SAFEPLAN program by the subgrantee pursuant to its application will be kept confidential and that no such identifiable information shall be transferred to any person(s) other than OJP, the Board, or project staff, without prior written approval of the client, except those cases mandated by law where criminal activity is alleged.
- 25. APPLICATION OF SUBGRANT CONDITIONS TO CONSULTANTS.** Whenever the subgrantee chooses to implement the proposed project by contracting with an independent consultant for any part of this award, the subgrantee shall include in writing the provisions of this document (including those pertaining to civil rights) in the contract with the consultant.
- Such consultants shall not, in any way, contravene or contradict Board, VOCA, or OJP policies, rules, regulations or guidelines reference herein. A signed copy of the contract with any consultants shall be forwarded to the Board for its file, ten (10) days prior to effectuation.
- 26. DEBARMENT.** Subgrantee agrees to certify that neither it, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If the subgrantee is unable to certify such, they must attach an explanation to the certification.
- 27. LOBBYING.** The subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the VWA Board and OJP.
- 28. DRUG-FREE WORKPLACE.** The subgrantee agrees to certify that it will provide a drug-free workplace. This includes publishing statements notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the sub-grantee's workplace, and specifying the action that will be taken against employees for violation of such prohibition. The certification form outlines all other obligations under this requirement.
- 29. CERTIFICATION FORM.** The subgrantee agrees that, unless exempt, it will certify that it will prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEO). The certification form outlines those agencies required to abide by this regulation. Exempt agencies must also submit the certification form, documenting their exemption.
- 30. FUNDING SOURCE STATEMENT.** When issuing statements, press releases, and outreach material describing a SAFEPLAN project or program funded in whole or in part with federal money, the subgrantee agrees to use the appropriate funding language on all such materials. SAFEPLAN programs must contact MOVA in advance for the proper funding tag language.

31. CRIMINAL PENALTIES.

A. Whoever knowingly and willfully misapplies, steals, or obtains by fraud or endeavors to embezzle any funds, assets, or property which are the subject of a subgrant or contract or other form of assistance pursuant to the SAFEPLAN grant funding or in any records required to be maintained pursuant to the SAFEPLAN funding shall be subject to prosecution.

B. Whoever embezzles, willfully misapplies, steals, or obtains by fraud or endeavors to embezzle any funds, assets, or property which are the subject of a subgrant or contract or other form of assistance pursuant to the SAFEPLAN grant funding or whoever receives, conceals or retains such funds, assets, or property with intent to covert such funds, assets, or property to his/her use or gain, knowing that such funds, assets or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to prosecution.

32. FRAUD, WASTE, AND ABUSE. The subgrantee must report any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Report potential fraud, waste, abuse, or misconduct to MOVA by contacting:

Director of Grants Management & Program Resources
1 Ashburton Place, Room 1101
Boston, MA 02108
617-727-5200

Or, you may report to the U.S. Department of Justice, Office of the Inspector General (OIG):

By Mail:
Office of the Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, NW. Room 4706
Washington, DC 20530

By e-mail or telephone:
Office of the Chief Financial Officer (OCFO) Customer Service Branch (CSB) at ask.ocfo@usdoj.gov
Office of the Inspector General (OIG) Fraud Hotline at oig.hotline@usdoj.gov or 1-800-869-4499.
Hotline fax: (202) 616-9881

33. ENVIRONMENTAL LAW COMPLIANCE. The subgrantee understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The subgrantee agrees to assist MOVA and OJP in carrying out its responsibilities under NEPA and related laws, if the subgrantee plans to use VOCA funds to undertake any activity that triggers these requirements. The subgrantee also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

34. SAFE DRIVING PROTOCOL. The subgrantee agrees to work toward adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach for staff to decrease crashes caused by distracted drivers.

35. CCR AND DUNS. The subgrantee agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and to provide a Data Universal Numbering System (DUNS) number. The subgrantee must maintain the currency of its information in the CCR until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrantee review and update the information at least annually after the initial registration, and more frequently if required by changes in information or another award term. No subgrantee will receive a VOCA award until it has

provided its DUNS number to MOVA. To learn how to obtain CCR registration, go to <http://www.ccr.gov>. To obtain a nine digit DUNS number that will uniquely identify your business call 866-705-5711 or go to <http://fedgov.dnb.com/webform>

ADDITIONAL CONDITIONS FROM THE VIOLENCE AGAINST WOMEN ACT (VAWA)

The following represent the Federal, Executive Office of Public Safety and Security, Office of Grants and Research and Commonwealth general grant terms, as well as specific grant conditions. Note that some of the conditions do not pertain to the scope of services for this grant, however, you must comply with all those conditions that are pertinent.

Federal Grant Funds Sub-recipients

When receiving a grant award of federal funds administered by OGR, sub-recipients must comply with **three sets of general grant conditions**: (1) federal conditions; (2) state conditions; and (3) OGR conditions. These three sets of general conditions are discussed in this primary document.

Federal conditions are based on laws passed by Congress, regulations issued by the federal department making the funds available and published in the Code of Federal Regulations (CFR), and financial guidance documents also created by the federal department making the funds available. Additionally in most cases, there are requirements and conditions associated with a *specific* federal grant stream which are not conditions of receipt of federal funds in general. See Addendum 4 for specific conditions associated with a specific federal grant stream.

State conditions are established in laws passed by the Massachusetts Legislature and in orders and rules established by the Governor, and are referenced in the contract sub-recipients are required to execute. These conditions are found in the pages attached to the Standard Contract.

OGR conditions outline the further administrative requirements for each grant award established by EOPSS and OGR. They are included in this document.

Basic Federal Grant Conditions

The basic federal grant conditions that follow apply to all federal grants, regardless of the federal department making the funds available.

- Audit Requirement of Federal Funds
 - OMB Circular A-133 requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$500,000 in federal funds *from all sources* within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following webpage provides the full text of this basic federal grant requirement:
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf
- Transparency Act Reporting for Federal Funds
 - The Federal Funding Accountability and Transparency Act (FFATA) requires EOPSS to report on a federal website specific award and subrecipient identifying information for each award greater than \$25,000 OGR makes with federal funds it received after October 1, 2010. Prior to receiving funds, each affected subrecipient must report certain information to OGR so that EOPSS can fulfill its FFATA reporting requirements. Data reported by EOPSS may be viewed at www.USASpending.gov.
- Cost Principles for Federal Grants to *State and Local Governments*

- 2 CFR Part 225 (formerly known as OMB Circular A-87) requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples are included below.
 - The cost of alcoholic beverages is unallowable.
 - Costs incurred by advisory councils are allowable.
 - Audit costs are allowable.
 - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - Entertainment costs are unallowable.
 - Equipment costs are allowable with the prior approval of OGR. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with OGR, insurance on the equipment is allowable. Information required to be captured and recorded appears in **Addendum 3**.
 - Travel costs are allowable if pre-approved by OGR and if they are consistent with costs normally allowed in like circumstances for non-federally funded activities. The following webpage provides the full text of this basic federal grant requirement:
http://www.whitehouse.gov/omb/fedreg/2005/083105_a87.pdf.
 - If a subrecipient uses grant funds to pay its employees, the subrecipient must maintain timesheets for work performed with the grant funds. Timesheets must show the hours worked and must be signed by the employee paid with the grant funds.
- **Nondiscrimination Requirements**
 - If you receive federal funds, you must comply with, and you must require your subcontractors, if any, to comply with, all applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).
 - Per Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, you must take reasonable steps to provide meaningful access for persons with limited English proficiency.
 - In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, you must forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and to EOPSS/OGR.
 - In accordance with federal civil rights laws, you shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- **Human Subjects Protection (for research subrecipients only).**

Additional Federal Department-Dependent Grant Conditions

In addition to the basic federal grant conditions, each federal department that is the source of the funds may impose additional conditions. If you are awarded funds by OGR that originate from any of the federal departments listed below, you should be familiar with the text from each of the applicable links.

U.S. Department of Justice Funds

The U.S. Department of Justice offers a Financial Guide that presents grant requirements as defined by this federal agency. All subrecipients of these funds must adhere to these requirements.

- The webpage for the US DOJ Financial Guide is as follows:

<http://www.ojp.usdoj.gov/financialguide/index.htm>.

Pay particular attention to the sections on (1) matching or cost sharing, (2) allowable costs, (3) unallowable costs, (4) procurement under awards of federal assistance, (5) costs requiring prior approval, (6) equipment, and (7) retention and access requirements for records.

- If you receive DOJ grant funds, you may be required to comply with the regulatory requirement to develop, maintain on file, and submit for review to the Office for Civil Rights, Office of Justice Programs and to OGR an Equal Employment Opportunity Plan (EEOP). The url for DOJ's system for implementing this requirement is as follows: http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm

OGR Conditions

In addition to the federal and state general grant conditions outlined above, the Office of Grants and Research (OGR) in the Executive Office of Public Safety and Security (EOPSS) has certain grant conditions that are essential to the administration of grant awards. Whether subrecipients are receiving funds from a federal or state grant, they must adhere to these conditions.

- **Federal and State Conditions** must be adhered to by subrecipients of federal grant funds.
- **Time extensions** of contracts, while uncommon, may be granted at the option of OGR. They are not encouraged or guaranteed.
 - If a subrecipient needs additional time to complete the scope of work for the grant award, OGR may grant a time-only extension as long as the revised contract containing the extension request is executed by both the subrecipient and OGR before the current end date of the contract. No time extension can be granted if the revised contract form is executed after the current end date of the contract.
 - Requests for time extensions must to be made at least 30 days before the end date of the contract.
- **Award amounts remaining at the end of the contract** will be reverted back to OGR. All goods must be received and all services rendered by the end date of the contract.
- **Requests for reimbursement** must be received by OGR within 30 days of the end date of the contract. Those received after 30 days may result in non-payment at the option of OGR. Reimbursement under a subsequent contract may also be withheld pending resolution of any pending documentation or other requirements not fulfilled to the satisfaction of OGR. Furthermore, OGR may withhold execution of any subsequent contract.
 - If the request for reimbursement is returned because of incomplete documentation, the request and documentation must be resubmitted within the timeframe dictated by OGR.
- **Programmatic and financial reports** must be received in accordance with the requirements of the specific award. At the option of OGR, reimbursement will be held until all reporting requirements are met.
- **Allowable grant-related travel costs** charged to grant awards will currently be paid at the lesser of \$.40 per mile or the subrecipient's normal reimbursement rate. This rate is subject to change. Tolls and parking for grant-related local travel may also be paid. Receipts are required.
- **Indirect cost rates** will not be reimbursed based on a percentage rate without documentation of the rate having been approved by a federal agency. When a percentage rate has not been approved by a federal agency, a subrecipient may request of OGR allowable direct costs that will be incurred and can be specifically allocated to the project being funded.
- **Procurement practices** of subrecipient agencies must be followed. The subrecipient should ensure that its procurement practices conform to any specific federal guidelines found in the references in the federal conditions section above. Where there is a difference between the practices of the subrecipient agency/organization and a federal guideline, the more restrictive procedure applies.

- **Timesheets** must be maintained by subrecipients for work performed by its employee(s) paid for with grant funds. Timesheets must show the hours worked and paid for with grant funds and must be signed by the employee(s).
- **Submission of “Federal OMB Circular A-133 Audit Form”** is required for subrecipients that receive more than \$500,000 in federal funds from all sources. OGR has developed a “self-identifying” form titled “Federal OMB Circular A-133 Audit Form” to be submitted to OGR at the end of the fiscal year and after the completion of an A-133 federal funds audit. The form asks if the subrecipient was required to have an audit and, if so, to identify any findings related to the federal funds awarded by OGR.
- **Site visits** to subrecipients will be made by OGR periodically. All records, papers, and other documents of any kind related to the funded activity must be made promptly available upon request for inspection and copying to any person authorized by OGR.
- **Grant-related documents** must be retained for a period of six years from the close of the contract.
- **Evaluations** of a subrecipient’s funded program by an outside evaluator during or at the conclusion of the project period, should be reported to OGR in writing and a copy of the evaluation should be provided.
- **Reporting alleged fraud, waste or abuse** to the Office of the State Auditor or Inspector General and/or to an applicable federal agency is the responsibility of the subrecipient. This includes any alleged violations, serious irregularities, sensitive issues or overt or covert acts involving the use of public funds in a manner not consistent with federal statutes, related laws and regulations, appropriate guidelines, or purposes of the grant.
- **Use of funds should begin** within 60 days of the start of the contract, and if they are not, the subrecipient must report to OGR the steps taken to initiate the grant activities, the reasons for the delay, and the expected start of the use of the funds. If meaningful implementation steps have not begun after 60 days of the grant start date, OGR reserves the right to cancel the contract.
- **Subcontractors** implementing activities with grant funds must adhere to the grant provisions in this document and should be approved by OGR prior to subrecipients executing subcontracts.
- **Instructional materials** created or produced with grant funds will be “work made for hire,” as defined in United States copyright law, and EOPSS shall be considered the author. EOPSS shall be the sole owner of all rights pertaining to these materials, including copyrights and all rights to use, reproduce, or publish the materials, and subrecipients may not use, reproduce, or distribute such materials without prior written approval of OGR. If a project results in the production of **other original books, manuals, or copyrightable material**, unless otherwise provided in the contract documents, EOPSS reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate or otherwise use, and authorize others to publish and use, such material. If paid with federal funds, the grant number must appear on the materials.
- **Audio visual or written materials** developed as part of the grant may be required to incorporate specific language or disclaimers (e.g., regarding the federal source of funding) and in some instances pre-approval from the federal funding agency as instructed by the OGR grants manager.

SPECIAL CONDITIONS

2010-WF-AX-0066 and 2011-WF-AX-0012

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of DOJ grant funds) are not satisfactory and promptly addressed as further described in the current edition of the OVW Financial Grants Management Guide.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 USC § 1913. The recipient may, however, use federal funds to collaborate with and provide information to Federal, State, local, tribal and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499
or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.
8. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office on Violence Against Women web site at <http://www.ovw.usdoj.gov/docs/ccr-award-term.pdf> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be

submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office on Violence Against Women web site at: <http://www.ovw.usdoj.gov/docs/ffata-award-term.pdf> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or nonprofit organization that he or she may own or operate in his or her name).

11. The grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, and OVW's implementing regulations at 28 CFR Part 90.
12. The recipient understands and agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on recipient's funds for noncompliance with any of the requirements of 42 U.S.C. 3796gg-4 (regarding rape exam payments), 42 U.S.C. 3796gg-4(e) (regarding judicial notification), 42 U.S.C. 3706gg-5 (regarding certain fees and costs), and 42 U.S.C. 3796gg-8 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.
13. The recipient agrees to submit either a new or updated 3 year Implementation Plan developed in consultation and coordination with nonprofit, nongovernmental victim services programs, including sexual assault and domestic violence services programs in accordance with the following guidelines:

(a) If the grantee has not submitted a new implementation plan within the last year, one must be submitted to OVW within 120 days after the date of the award; or

(b) If a new implementation plan was submitted in the last year, the grantee may elect to submit either an update of the most recent implementation plan, an entirely new implementation plan, or a letter indicating there was no change to the implementation plan within 120 days of the date of the award.

Regardless if changes were made to the three year implementation plan, all states and territories must submit a copy of the state's or territory's most recent census data relating to underserved populations and submit this information along with the letter, new or revised implementation plan, as applicable. The recipient acknowledges that it may not obligate, expend, or draw down more than 10 percent of the award amount until it has submitted a letter, revised or new Implementation Plan, and a Grant Adjustment Notice has been issued removing this special condition.

14. The grantee agrees that of the 30 percent of funds allocated to victim services, 10 percent will be distributed to culturally specific community-based organizations. Further, the grantee agrees to recognize and meaningfully respond to the needs of underserved populations and ensure that monies set aside to fund linguistically and culturally specific services and activities for underserved populations are distributed equitably among those populations.
15. The recipient agrees that no amount of the 10% administrative funding of this grant will be used for dues or membership fees to an organization conducting any type of lobbying, including advocating with government agencies for policy change.
16. The recipient acknowledges that the federal share of a grant made under the state formula program may not exceed 75 percent of the total costs of the total projects described in the application, including administrative costs. The recipient further acknowledges that non-profit, non-governmental victim services programs receiving STOP subgrants under the victim services allocation cannot be required by the State to provide matching dollars. The State, however, must provide no less than 25 percent matching funds unless granted a waiver or partial waiver by OVW.

17. The grantee agrees to provide OVW, within ten (10) days of release, a copy of its announcement of the availability of funding under this program (e.g., the request for applications, announcement of general funding availability, or announcement of program priorities issued in connection with this program).
18. The recipient agrees in making subgrants under this award to give priority to areas of varying geographic size with the greatest demonstration of need; to take into consideration the population of the geographic area to be served; to distribute monies equitably on a geographic basis, including nonurban and rural areas of various geographic sizes; and to identify and address the needs of underserved populations.
19. Under the Government Performance and Results Act (GPRA) and VAWA 2000, grantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the grantee agrees to submit an annual electronic progress report on program activities and program effectiveness measures. Information that grantees must collect under GPRA and VAWA 2000 includes, but is not limited to: 1) number of victims receiving requested services; 2) number of persons seeking services who could not be served; 3) number and percentage of arrests relative to the number of police responses to domestic violence incidents; 4) number of sexual assault nurse examiners trained; and 5) number of victim advocates supported by grant funding.
20. The recipient agrees to provide OVW with specific information regarding subgrants made under this program. The recipient agrees to submit an annual report that includes (a) an assessment of whether stated goals and objectives were achieved; (b) information on the effectiveness of the activities carried out with the amounts made available to carry out the program, including number of persons served and the numbers of persons seeking services who could not be served; (c) information on each subgrant awarded; and (d) such other information as the Attorney General may prescribe. (Grantees are required to submit this report after the end of each calendar year but no later than March 30 each year. Grantees are required to submit this information on the Annual STOP Administrators' Report form (which is to be completed by State Administrator) and the Annual Progress Report for STOP Violence Against Women Formula Grant Program form (which is to be completed by subgrantees).
21. A final report, which provides a summary of progress toward achieving the goals and objectives of the award, significant results, and any products developed under the award, is due 90 days after the end of the award. The Final Progress Report should be submitted to the Office on Violence Against Women through the Grants Management System with the Report Type indicated as "Final".
22. The recipient agrees that it will submit quarterly financial status reports to OVW on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
23. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
24. The grantee agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers. The recipient's participation is critical for effective administration of the STOP Formula Grant program and to ensure adherence to statutory provisions.
25. The grantee agrees that grant funds will not be used to support the purchase of law enforcement equipment, including uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated batterer intervention program.

26. The grantee agrees that grant funds will not be used to support the development or presentation of a domestic violence, sexual assault, dating violence and/or stalking curriculum for primary or secondary schools. The grantee further agrees that grant funds will not be used to teach primary or secondary school students from an already existing curriculum.
27. The grantee agrees that grant funds will not be used to conduct public awareness or community education campaigns or related activities. Grant funds may be used to support, inform, and outreach to victims about available services.
28. The grantee agrees that grant funds will not support activities that may compromise victim safety, such as: pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); or the placement of perpetrators in anger management programs.
29. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office on Violence Against Women prior to obligation or expenditure of such funds.
30. All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. 2011 EF AX 0012 awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women.
31. The recipient agrees to submit one copy of all required reports and any other written materials or products that are funded under the project to OVW not less than twenty (20) days prior to public release. If the written material is found to be outside the scope of the program, or in some way to compromise victim safety, it will need to be revised to address these concerns or the grantee will not be allowed to use project funds to support the further development or distribution of the materials.
32. All materials and publications (written, visual, or sound) resulting from subgrant award activities shall contain the following statements: "This project was supported by subgrant No. 2011-WF-AX-0012 awarded by the state administering office for the STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice, Office on Violence Against Women.
33. Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:
 - (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and
 - (b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award.

In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

34. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.
35. The Director of OVW, upon a finding that there has been substantial failure by the grantee to comply with applicable laws, regulations, and/or the terms and conditions of the grant or cooperative agreement, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the grant or cooperative agreement, in accordance with the provisions of 28 CFR Part 18, as applicable *mutatis mutandis*.
36. The recipient may not obligate, expend, or draw down funds until the audit report for fiscal year 2010 has been submitted to the Federal Audit Clearinghouse, the Office of the Chief Financial Officer (OCFO) has been notified at ask.ocfo@usdoj.gov, and a Grant Adjustment Notice (GAN) has been issued removing this special condition.

ADDITIONAL CONDITIONS FROM THE EDWARD G. BYRNE GRANT (BYRNE)

9. Additional ISA Terms:

The following represent the Federal, Office of Grants and Research and Commonwealth general grant terms.

U.S. Department of Justice Funds

The U.S. Department of Justice offers a Financial Guide that presents grant requirements as defined by this federal agency. All subrecipients of these funds must adhere to these requirements.

- The link to the US DOJ Financial Guide is as follows: <http://www.ojp.usdoj.gov/financialguide/index.htm>.

Pay particular attention to the sections on (1) matching or cost sharing, (2) allowable costs, (3) unallowable costs, (4) procurement under awards of federal assistance, (5) costs requiring prior approval, (6) equipment, and (7) retention and access requirements for records.

- If you receive DOJ grant funds, you may be required to comply with the regulatory requirement to develop, maintain on file, and submit for review an Equal Employment Opportunity Plan (EEO). The link to DOJ's system for implementing this requirement is as follows:
http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm

Office of Grants and Research Contract Conditions

- Subrecipients of federal grant funds are responsible for understanding and following both the **Federal and State Conditions**.
- **Time extensions** of contracts, while uncommon, may be granted at the option of OGR. They are not encouraged or guaranteed.
 - If you need additional time to complete the scope of work for your grant award, OGR may grant a time-only extension so long as the revised contract containing the extension request is executed by both the subrecipient and OGR before the current end date of the contract. No time extension can be granted if the revised contract form is executed after the current end date of the contract.
 - Requests for time extensions must be made at least 30 days before the end date of the contract.

- **Award amounts remaining at the end of the contract** will be reverted back to OGR. All goods must be received and all services rendered by the end date of the contract.
- All **programmatic and financial reports** must be received in accordance with the requirements of your specific award.
- **Allowable grant-related travel costs** charged to grant awards will currently be paid at the lesser of \$.40 per mile or the subrecipient's normal reimbursement rate. This rate is subject to change. Tolls and parking for grant-related local travel may also be paid. Receipts are required.
- Program costs associated with **indirect cost rates** will not be reimbursed without documentation of the rate having been approved by a federal agency
- Subrecipients must follow the **procurement practices** of their organization. You should ensure that your procurement practices conform to any specific federal guidelines found in the references in the federal conditions section above. Where there is a difference between the practices of the subrecipient organization and a federal guideline, the more restrictive procedure applies.
- As discussed in the federal conditions above, you are required to have an annual audit of federal funds if your agency receives more than \$500,000 in federal funds from all sources. OGR has developed a "self-identifying" form titled "**Federal OMB Circular A-133 Audit Form**" to be submitted to OGR at the end of the fiscal year and after the completion of your A-133 federal funds audit. The form asks if you were required to have an audit and, if so, to identify any findings related to the federal funds awarded by OGR. Submission of this annual reporting form is required.
- You should anticipate periodic compliance **site visits**. All records, papers, and other documents of any kind related to the funded activity must be made promptly available upon request for inspection and copying to any person authorized by OGR.
- All grant-related documentation must be retained for a period of 6 years from the close of the contract.
- In the event that your funded program is **evaluated** by an outside evaluator during the funded project period, notify OGR in writing and provide a copy of the evaluation.
- It is your responsibility to **report any alleged fraud, waste or abuse** to the Office of the State Auditor and to the applicable federal agency. This includes any alleged violations, serious irregularities, sensitive issues or overt or covert acts involving the use of public funds in a manner not consistent with federal statutes, related laws and regulations, appropriate guidelines, or purposes of the grant.
- If the **use of the grant funds has not begun** within 60 days of the start of the contract, you must report to OGR the steps taken to initiate the grant activities, the reasons for the delay and the expected start of the use of the funds. If the use has not begun in a meaningful way, OGR reserves the right to cancel the contract.
- Whenever you plan to **implement the grant activities through the use of other contractors**, you must incorporate the grant provisions in this document into those subcontracts and seek the approval of OGR before to executing those subcontracts.
- If your grant or contract calls for the creation or production of **instructional materials**, the materials will be "work made for hire," as defined in United States copyright law, and EOPSS shall be considered the author. EOPSS shall be the sole owner of all rights in these materials, including copyrights and all rights to use, reproduce, or publish the materials, and you may not use, reproduce, or distribute such materials without prior written approval of EOPSS. If your project results in the production of **other original books, manuals, or copyrightable material**, unless otherwise provided in the contract documents, EOPSS reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, translate or otherwise use, and authorize others to publish and use, such material.

BJAG Special Conditions for FFY08 Funding

Per the Department of Justice, a subrecipient of 2008-DJ-BX-0044 funding must agree to comply with all applicable Special Conditions listed below in addition to any other General Conditions as directed by the awarding agency.

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity. OJP FORM 4000/2 (REV. 4-88)

6. This special condition facilitates compliance with the provisions of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories [hereinafter, "meth lab operations"]. No monies from this award may be obligated to support meth lab operations unless the grantee implements this special condition.

The Office of Justice Programs (OJP), in consultation with the Bureau of Justice Assistance, the Drug Enforcement Administration, and the Office for Community Oriented Policing Services, prepared a Program-level Environmental Assessment (Assessment) governing meth lab operations. The Assessment describes the adverse environmental, health, and safety impacts likely to be encountered by law enforcement agencies as they implement specific actions under their methamphetamine laboratory operations. Consistent with the Assessment, the following terms and conditions shall apply to the grantee for any OJP funded meth lab operations:

- A. The grantee shall ensure compliance by OJP funded sub-grantees with federal, state, and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations..
- B. The grantee shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure that the adverse environmental, health, and safety impacts delineated in the Assessment are mitigated in a manner consistent with the requirements of this condition..
- C. The grantee shall monitor OJP funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee's Mitigation Plan. These mitigation measures must be included as special conditions in all subgrants: (See Part II of this special condition)
7. 1. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
3. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
4. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
5. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;
6. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
7. Monitor the transport, disposal, and recycling components of subparagraphs numbered 5. and 6. immediately above in order to ensure proper compliance;

8. Have in place and implement a written agreement with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
9. Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate health needs of any minor at the site; (ii) take that minor into protective custody unless the response by qualified personnel who can (i) respond to the potential minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.
8. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
9. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund may not be used to pay debts incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Financial Status Report (SF-269).
10. The grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the BJA in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by BJA.
11. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
12. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.
13. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in the current Fiscal Year Program Guidance.
14. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.ojp.usdoj.gov/funding/funding.htm>.
15. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval. OJP FORM 4000/2 (REV. 4-88)
16. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received documentation demonstrating that the state or local governing body review and/or community notification requirements have been met and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
17. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

**SIGN AND DATE TO ACKNOWLEDGE RECIEPT AND ACCEPTANCE OF THESE TERMS AND
CONDITIONS**

Signature, Program Director

Authorized Signature

Name (please print or type)

Name (please print or type)

Title

Title

Date

Date